



# भारत का राजपत्र The Gazette of India

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No. 22] NEW DELHI, MAY 29—JUNE 4, 2022, SATURDAY/ JYAISTHA 8—JYAISTHA 14, 1944

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

विदेश मंत्रालय

(सी. पी. बी. प्रभाग)

नई दिल्ली, 27 मई, 2022

**का.आ. 517.—**राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, केप टाउन में शमा परवीन, वैक्तिक सहायक को दिनांक 27 मई, 2022 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी. 4330/01/2022(21)]

एस. आर. एच. फहमी, उप सचिव (कौंसुलर)

## MINISTRY OF EXTERNAL AFFAIRS

## (C.P.V. DIVISION)

New Delhi, the 27th May, 2022

**S.O. 517.**—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Ms. Shama Parveen, Personal Assistant as Assistant Consular Officer in the Consulate General of India, Cape Town to perform the consular services with effect from May 27, 2022.

[F. No. T.4330/01/2022(21)]

S.R.H FAHMI, Dy. Secy. (Consular)

## रेल मंत्रालय

## (रेलवे बोर्ड)

नई दिल्ली, 30 मई, 2022

**का.आ. 518.**—17.08.2006 को अधिसूचित मुख्य वैद्युत निरीक्षक और वैद्युत निरीक्षक नियम, 2006 के अर्हता, शक्तियों और कार्यों के साथ पठित विद्युत अधिनियम, 2003 (2003 का 36) के खंड 162 के उप-खंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार (रेल मंत्रालय) नेशनल हाईस्पीड रेल कॉर्पोरेशन लिमिटेड- (एनएचएसआरसीएल) के कार्यपालक निदेशक (वैद्युत) को पूर्ण वैद्युत कार्यों और वैद्युत संस्थापनाओं के लिए मुख्य वैद्युत निरीक्षक के रूप में नियुक्त करती है बशर्ते कि कार्यपालक निदेशक (वैद्युत), एनएचएसआरसीएल के पास मान्यता प्राप्त विश्वविद्यालय अथवा संस्थान से वैद्युत इंजीनियरी अथवा उसके समकक्ष डिग्री हो और वैद्युत इंजीनियरी के कार्य में कम-से-कम 20 वर्ष की अवधि के लिए नियमित रूप से नियुक्त हो, जिसमें से कम-से-कम दो वर्ष वैद्युत अथवा यांत्रिक इंजीनियरी वर्कशॉप अथवा विद्युत के उत्पादन या संचारण या वितरण में व्यतीत किए हो अथवा इसके अधिनियम और नियमों के तहत प्रशासन में किसी उत्तरदायित्व वाले पद पर व्यतीत किए हों।

उक्त उल्लिखित अधिकारी केंद्रीय विद्युत प्राधिकरण (संरक्षा और विद्युत आपूर्ति से संबंधित उपाय) विनियम, 2010, समय-समय पर संशोधित, में अंतर्विष्ट प्रक्रिया के अनुसार एनएचएसआरसीएल के अधिकृत क्षेत्र में वैद्युत कार्यों और वैद्युत संस्थापनाओं के कार्यों अथवा एनएचएसआरसीएल के नियंत्रणाधीन कार्यों और सभी वैद्युत संस्थापनाओं में अपनी शक्तियों का प्रयोग और कार्य का निर्वहन करेंगे।

[फा. सं. 2003/इलेक्ट्रि(जी)/110/1/पार्ट/1]

सुमित गर्ग, निदेशक वैद्युत इंजीनियरी (पीएस)

## MINISTRY OF RAILWAYS

## (RAILWAY BOARD)

New Delhi, the 30th May, 2022

**S.O. 518.**—In exercise of the powers conferred by sub-section (1) of Section 162 of The Electricity Act, 2003 (36 of 2003) read with Qualification, Powers and Functions of Chief Electrical Inspector and Electrical Inspectors Rules, 2006 notified on 17.08.2006, the Central Government (Ministry of Railways) hereby appoints Executive Director (Electrical), National High Speed Rail Corporation Limited (NHSRCL) as Chief Electrical Inspector for entire electrical works and electrical installations of NHSRCL subject to the conditions that Executive Director (Electrical), NHSRCL should possess a degree in electrical engineering or its equivalent from a recognized University or Institution and has been regularly engaged for a period of at least twenty years in the practice of electrical engineering, of which not less than two years have been spent in an electrical or mechanical engineering workshop or in generation or transmission or distribution of electricity, or in the administration of the Act and rules thereunder, in a position of responsibility.

The above mentioned Officer shall exercise the powers and perform his functions in respect of electrical works and electrical installations in operation within the areas occupied by the NHRCL or in respect of works and all electrical installations under the control of NHRCL as per the procedure provided in Central Electricity Authority (Measures relating to safety and Electricity Supply) Regulations, 2010 as amended from time to time.

[F. No. 2003/Elect(G)/110/1/Pt/I]

SUMIT GARG, Director Elect. Engg. (PS)

### कोयला मंत्रालय

नई दिल्ली, 27 मई, 2022

**का.आ. 519.—** केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किये जाने की संभावना है;

और, उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्या यूपीआरवीयूएनएल/4(1)/योजना/राजस्व/01, तारीख 24 सितम्बर, 2018 का निरीक्षण मुख्य इंजीनियर का कार्यालय, उत्तर प्रदेश राज्य विद्युत उत्पादन निगम लिमिटेड, चौथा तल टीसी, 46/बी, यूपीएसआईडीसीओ, विभूति खंड, लखनऊ-226010 (उत्तर प्रदेश) के कार्यालय में अथवा मुख्य महा प्रबन्धक (खोज प्रभाग), केन्द्रीय खान योजना और डिजाइन संस्थान लिमिटेड, गोंडवाना प्लेस, कांके रोड, रांची (झारखण्ड) के कार्यालय में अथवा कोयला नियंत्रक का कार्यालय, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 अथवा उपायुक्त का कार्यालय, कलकटरी कार्यालय, दुमका जिला, झारखण्ड-814101 में किया जा सकता है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन एवं विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के आपने आशय की सूचना देती है।

उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति-

- (i) उसकी धारा 4 की उपधारा (3) के अधीन की गई किसी कार्रवाई से हुई या होने वाली संभावित किसी क्षति के लिए उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; अथवा
- (ii) उक्त अधिनियम की धारा 13 की उपधारा (1) के अधीन पूर्वोक्षण अनुज्ञप्ति के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उपधारा (4) के अधीन खनन पट्टे के प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चाटों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र के प्रकाशन के तारीख से नब्बे दिन के भीतर मुख्य इंजीनियर का कार्यालय, उत्तर प्रदेश राज्य विद्युत उत्पादन निगम लिमिटेड, चतुर्थ तल टीसी, 46/बी, यूपीएसआईडीसीओ, विभूति खंड, लखनऊ-226010 के कार्यालय को भेजेगें।

**अनुसूची****सहारपुर – जाम्नापानी कोयला ब्लॉक**

जिला:दुमका, राज्य: झारखंड

(रेखांक संख्यांक यूपीआरवीयूएनएल/4(1)/ प्लान/रेवेन्यू/01, तारीख 24 सितम्बर, 2018)

क्र.सं.	ग्राम का नाम	पटवारी सर्कल का नाम और संख्या	तहसील	जिला	क्षेत्रफल हेक्टेयर में (लगभग)	टिप्पणियां
1.	कोरीगड	जगतपुर, 32	शिकारीपाड़ा	दुमका	48.53	भाग
2.	ढोलकाटा	बेनागडिया, 1	शिकारीपाड़ा	दुमका	124.73	भाग
3.	पहाड़ अमचुआ	बेनागडिया, 2	शिकारीपाड़ा	दुमका	6.60	भाग
4.	सिमानीजोर	हरिपुर, 4	शिकारीपाड़ा	दुमका	40.50	भाग
5.	दलदली	हरिपुर, 5	शिकारीपाड़ा	दुमका	125.14	भाग
6.	लागलभंगा	हरिपुर, 7	शिकारीपाड़ा	दुमका	49.28	पूर्ण
7.	पातपहाड़ी	हरिपुर, 6	शिकारीपाड़ा	दुमका	47.26	पूर्ण
8.	पोखरिया	बेनागडिया, 4	शिकारीपाड़ा	दुमका	16.10	भाग
9.	मंझलाडीह	बेनागडिया, 6	शिकारीपाड़ा	दुमका	143.20	भाग
10.	निझोर	बेनागडिया, 5	शिकारीपाड़ा	दुमका	87.76	पूर्ण
11.	पहाड़पुर (हरिपुर)	बेनागडिया, 13	शिकारीपाड़ा	दुमका	17.45	भाग
12.	पोडा बसरिया	बेनागडिया, 14	शिकारीपाड़ा	दुमका	16.52	भाग
13.	सरसडांगा	हरिपुर, 12	शिकारीपाड़ा	दुमका	164.44	भाग
14.	जमरुपानी	हरिपुर, 11	शिकारीपाड़ा	दुमका	179.70	भाग
15.	छोटा चापडिया	हरिपुर, 14	शिकारीपाड़ा	दुमका	2.50	भाग
16.	बडाचापडिया	हरिपुर, 15	शिकारीपाड़ा	दुमका	5.09	भाग
17.	लताकान्दर	हरिपुर, 10	शिकारीपाड़ा	दुमका	13.13	भाग
18.	मकरापहाड़ी	हरिपुर, 8	शिकारीपाड़ा	दुमका	282.93	भाग
19.	हुलासडांगा	हरिपुर, 2	शिकारीपाड़ा	दुमका	48.56	भाग
20.	महुलबना	जगतपुर, 25	शिकारीपाड़ा	दुमका	26.05	भाग
21.	चिरुडीह	हरिपुर, 3	शिकारीपाड़ा	दुमका	64.55	भाग

कुल क्षेत्रफल :-1510.02 हेक्टेयर (लगभग) अथवा 3731.26 एकड़ (लगभग)

### सीमा – वर्णन :

- 1) रेखा 1-2: रेखा कोरीगड ग्राम (थाना संख्या 04/0032) के मध्य भाग में बिन्दु '1' से प्रारंभ होती है, जो पूर्वी दिशा में मुड़ते हुए ग्राम सिमानीजोर (थाना संख्या 01/0004) से गुजरती है और दलदली ग्राम (थाना संख्या 01/0005) के दक्षिण-पश्चिम भाग में बिन्दु '2' पर समाप्त होती है।
- 2) रेखा 2-3: रेखा दलदली ग्राम (थाना संख्या 01/0005) के दक्षिण-पश्चिम भाग में बिन्दु '2' से प्रारंभ होती है, जो उत्तरी दिशा में मुड़ते हुए ग्राम सिमानीजोर (थाना संख्या 01/0004) और चीरुडीह (थाना संख्या 01/0003) से गुजरती है और महलबना ग्राम (थाना संख्या 04/0025) के मध्य भाग में बिन्दु '3' पर समाप्त होती है।
- 3) रेखा 3-4: रेखा महलबना ग्राम (थाना संख्या 04/0025) के मध्य भाग में बिन्दु '3' से प्रारंभ होती है, जो उत्तर-पूर्वी दिशा में मुड़ते हुए ग्राम हुलासडांगा (थाना संख्या 01/0002) के मध्य भाग में बिन्दु '4' पर समाप्त होती है।
- 4) रेखा 4-5: रेखा ग्राम हुलासडांगा (थाना संख्या 01/0002) के मध्य भाग में बिन्दु '4' से प्रारंभ होती है, जो पूर्वी दिशा में मुड़ते हुए ग्राम हुलासडांगा (थाना संख्या 01/0002) के मध्य भाग में बिन्दु '5' पर समाप्त होती है।
- 5) रेखा 5-6: रेखा ग्राम हुलासडांगा (थाना संख्या 01/0002) के मध्य भाग में बिन्दु '5' से प्रारंभ होती है, जो दक्षिण-पूर्वी दिशा में मुड़ते हुए ग्राम मकरापहाड़ी (थाना संख्या 01/0008) के उत्तरी भाग में बिन्दु '6' पर समाप्त होती है।
- 6) रेखा 6-7: रेखा ग्राम मकरापहाड़ी (थाना संख्या 01/0008) के उत्तरी भाग में बिन्दु '6' से प्रारंभ होती है, जो दक्षिण-पूर्वी दिशा में मुड़ते हुए ग्राम मकरापहाड़ी (थाना संख्या 01/0008) के मध्य भाग में बिन्दु '7' पर समाप्त होती है।
- 7) रेखा 7-8: रेखा ग्राम मकरापहाड़ी (थाना संख्या 01/0008) के मध्य भाग में बिन्दु '7' से प्रारंभ होती है, जो दक्षिण-पूर्वी दिशा में मुड़ते हुए ग्राम जमरुपानी (थाना संख्या 01/0011) के उत्तर-पश्चिमी भाग में बिन्दु '8' पर समाप्त होती है।
- 8) रेखा 8-9: रेखा ग्राम जमरुपानी (थाना संख्या 01/0011) के उत्तर-पश्चिमी भाग में बिन्दु '8' से प्रारंभ होती है, जो उत्तर-पूर्वी दिशा में मुड़ते हुए ग्राम लताकान्दर (थाना संख्या 01/0010) के दक्षिण-पश्चिमी भाग में ग्राम लताकान्दर (थाना संख्या 01/0010) और ग्राम जमरुपानी (थाना संख्या 01/0011) की सीमा के निकट बिन्दु '9' पर समाप्त होती है।
- 9) रेखा 9-10: रेखा ग्राम लताकान्दर (थाना संख्या 01/0010) की दक्षिण-पश्चिमी सीमा में ग्राम लताकान्दर (थाना संख्या 01/0010) और ग्राम जमरुपानी (थाना संख्या 01/0011) की सीमा के निकट बिन्दु '9' से प्रारंभ होती है, जो उत्तर-पूर्वी दिशा में मुड़ते हुए ग्राम लताकान्दर (थाना संख्या 01/0010) के मध्य भाग में बिन्दु '10' पर समाप्त होती है।
- 10) रेखा 10-11: रेखा ग्राम लताकान्दर (थाना संख्या 01/0010) के मध्य भाग में बिन्दु '10' से प्रारंभ होती है, जो दक्षिण-पूर्वी दिशा में मुड़ते हुए ग्राम बडाचापडिया (थाना संख्या 01/0015) के दक्षिण-पूर्वी भाग में ग्राम बडाचापडिया (थाना संख्या 01/0015) और छोटा चापडिया (थाना संख्या 01/0014) की सीमा के निकट बिन्दु '11' पर समाप्त होती है।
- 11) रेखा 11-12: रेखा ग्राम बडाचापडिया (थाना संख्या 01/0015) के पूर्वी भाग में बडाचापडिया (थाना संख्या 01/0015) और छोटा चापडिया (थाना संख्या 01/0014) की सीमा के निकट बिन्दु '11' से प्रारंभ होती है, जो

- दक्षिण दिशा में मुड़ते हुए ग्राम सरसडांगा (थाना संख्या 01/0012) के उत्तर-पूर्वी भाग में बिन्दु '12' पर समाप्त होती है।
- 12) रेखा 12-13: रेखा ग्राम सरसडांगा (थाना संख्या 01/0012) के उत्तर-पूर्वी भाग में बिन्दु '12' से प्रारंभ होती है, जो दक्षिण दिशा में मुड़ते हुए ग्राम सरसडांगा (थाना संख्या 01/0012) के दक्षिण-पश्चिमी दिशा में बिन्दु '13' पर समाप्त होती है।
- 13) रेखा 13-14: रेखाग्राम सरसडांगा (थाना संख्या 01/0012) के मध्य भाग में बिन्दु '13' से प्रारंभ होती है, जो दक्षिण-पश्चिम दिशा में मुड़ते हुए ग्राम सरसडांगा (थाना संख्या 01/0012) के दक्षिण-पश्चिमी भाग में बिन्दु '14' पर समाप्त होती है।
- 14) रेखा 14-15: रेखा ग्राम सरसडांगा (थाना संख्या 01/0012) के दक्षिण-पश्चिम भाग में बिन्दु '14' से प्रारंभ होती है, जो दक्षिण-पूर्वी दिशा में मुड़ते हुए ग्राम सरसडांगा (थाना संख्या 01/0012) के दक्षिण-पूर्वी भाग में बिन्दु '15' पर समाप्त होती है।
- 15) रेखा 15-16: रेखा ग्राम सरसडांगा (थाना संख्या 01/0012) के दक्षिण-पूर्वी भाग में बिन्दु '15' से प्रारंभ होती है, जो दक्षिण-पश्चिमी दिशा में मुड़ते हुए ग्राम पोडा बसरिया के उत्तर-पूर्वी भाग में ग्राम पोडा बसरिया (थाना संख्या 05/0014) और ग्राम सरसडांगा (थाना संख्या 01/0012) की सीमा के निकट बिन्दु '16' पर समाप्त होती है।
- 16) रेखा 16-17: रेखा ग्राम पोडा बसरिया (थाना संख्या 05/0014) के उत्तर-पूर्वी भाग में ग्राम पोडा बसरिया (थाना संख्या 05/0014) और ग्राम सरसडांगा (थाना संख्या 01/0012) की सीमा के निकट बिन्दु '16' से प्रारंभ होती है, जो पश्चिमी दिशा में मुड़ते हुए ग्राम पहाड़पुर (हरिपुर) (थाना संख्या 05/0013) से गुजरते हुए ग्राम मंझलाडीह (थाना संख्या 05/0006) के पूर्वी भाग में बिन्दु '17' पर समाप्त होती है।
- 17) रेखा 17-18: रेखा ग्राम मंझलाडीह (थाना संख्या 05/0006) के पूर्वी भाग में बिन्दु '17' से प्रारंभ होती है, जो उत्तर-पश्चिमी दिशा में मुड़ते हुए ग्राम मंझलाडीह (थाना संख्या 05/0006) के पश्चिमी भाग में बिन्दु '18' पर समाप्त होती है।
- 18) रेखा 18-19: रेखा ग्राम मंझलाडीह (थाना संख्या 05/0006) के पश्चिमी भाग में बिन्दु '18' से प्रारंभ होती है, जो उत्तर-पश्चिमी दिशा में मुड़ते हुए ग्राम पोखरिया (थाना संख्या 05/0004) के मध्य भाग में बिन्दु '19' पर समाप्त होती है।
- 19) रेखा 19-20: रेखा ग्राम पोखरिया (थाना संख्या 05/0004) के मध्य भाग में बिन्दु '19' से प्रारंभ होती है, जो उत्तर-पूर्वी दिशा में मुड़ते हुए ग्राम दलदली (थाना संख्या 01/0005) के दक्षिण-पूर्वी भाग में ग्राम दलदली (थाना संख्या 01/0005) और पातपहाडी (थाना संख्या 01/0006) की सीमा के निकट बिन्दु '20' पर समाप्त होती है।
- 20) रेखा 20-21: रेखा ग्राम दलदली (थाना संख्या 01/0005) के दक्षिण-पूर्वी भाग में ग्राम दलदली (थाना संख्या 01/0005) और पातपहाडी (थाना संख्या 01/0006) की सीमा के निकट बिन्दु '20' से प्रारंभ होती है, जो उत्तर-पश्चिमी दिशा में मुड़ते हुए ग्राम दलदली (थाना संख्या 01/0005) के मध्य भाग में बिन्दु '21' पर समाप्त होती है।
- 21) रेखा 21-22: रेखा ग्राम दलदली (थाना संख्या 01/0005) के मध्य भाग में बिन्दु '21' से प्रारंभ होती है, जो दक्षिणी-पश्चिमी दिशा में मुड़ते हुए ग्राम दलदली (थाना संख्या 01/0005) के दक्षिणी-पश्चिमी भाग में बिन्दु '22' पर समाप्त होती है।
- 22) रेखा 22-23: रेखा ग्राम दलदली (थाना संख्या 01/0005) के दक्षिणी-पश्चिमी भाग में बिन्दु '22' से प्रारंभ होती



- है, जो दक्षिणी-पश्चिमी दिशा में मुड़ते हुए ग्राम ढोलकाटा (थाना संख्या 05/0001) के पूर्वी भाग में बिन्दु '23' पर समाप्त होती है।
- 23) रेखा 23-24: रेखा ग्राम ढोलकाटा (थाना संख्या 05/0001) के पूर्वी भाग में बिन्दु '23' से प्रारंभ होती है, जो दक्षिणी-पश्चिमी दिशा में मुड़ते हुए ग्राम पहाड़ अमचुआ (थाना संख्या 05/0002) के उत्तर-पूर्वी भाग में बिन्दु '24' पर समाप्त होती है।
- 24) रेखा 24-25: रेखा ग्राम पहाड़ आमचुआ (थाना संख्या 05/0002) के उत्तर-पूर्वी भाग में ग्राम ढोलकाटा (थाना संख्या 05/0001) और ग्राम पहाड़ अमचुआ (थाना संख्या 05/0002) की सीमा के निकट बिन्दु '24' से प्रारंभ होती है, जो उत्तर-पश्चिमी दिशा में मुड़ते हुए ग्राम कोरीगड (थाना संख्या 04/0032) के मध्य भाग में बिन्दु '25' पर समाप्त होती है।
- 25) रेखा 25-1: रेखा ग्राम कोरीगड (थाना संख्या 04/0032) के मध्य भाग में बिन्दु '25' से प्रारंभ होती है, जो उत्तरी दिशा में मुड़ते हुए ग्राम कोरीगड (थाना संख्या 04/0032) के उत्तर-पश्चिमी भाग में बिन्दु '1' पर समाप्त होती है।

[फा. सं. 43015/16/2018- एलएण्डआईआर]

राम शिरोमणि सरोज, उप सचिव

### MINISTRY OF COAL

New Delhi, the 27th May, 2022

**S.O. 519.**—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number UPRVUNL /4(1) /Plan / Revenue /01, dated the 24th September, 2018 containing details of the area of land described in the said Schedule may be inspected at the office of the Chief Engineer, New Coal Block, Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited, 4th Floor, TC 46/V, UPSIDCO, Vibhuti Khand, Gomti Nagar, Lucknow- 226010 (Uttar Pradesh) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi (Jharkhand) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the District Commissioner, Collectorate Office, Dumka District, Jharkhand-814101;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the land described in the said Schedule.

Any person interested in the land described in the said Schedule may -

- (i) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 of the said Act; or
- (ii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act thereof,

to the office of the Chief Engineer, New Coal Block, Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited, 4th Floor, TC 46/V, UPSIDCO, Vibhuti Khand, Gomti Nagar, Lucknow- 226010 (Uttar Pradesh) within a period of ninety days from the date of publication of this notification.

**SCHEDULE**

Saharpur – Jamarpani Coal Block

District Dumka, Jharkhand

[Plan bearing number UPRVUNL/4(1)/Plan/Revenue/1, dated the 24<sup>th</sup> September, 2018]

Serial number	Name of village	Patwari circle name and number	Tahesil	District	Area in hectares (approximately)	Remarks
1.	Kaurigarh	Jagatpur, 32	Shikaripada	Dumka	48.53	Part
2.	Dhokkata	Benagadia, 1	Shikaripada	Dumka	124.73	Part
3.	Pahar Amchua	Benagadia, 2	Shikaripada	Dumka	6.60	Part
4.	Simanijor	Haripur, 4	Shikaripada	Dumka	40.50	Part
5.	Daldali	Haripur, 5	Shikaripada	Dumka	125.14	Part
6.	Langalbhangra	Haripur, 7	Shikaripada	Dumka	49.28	Full
7.	Patpahari	Haripur, 6	Shikaripada	Dumka	47.26	Full
8.	Pokharia	Benagadia, 4	Shikaripada	Dumka	16.10	Part
9.	Majhiladih	Benagadia, 6	Shikaripada	Dumka	143.20	Part
10.	Nijhor	Benagadia, 5	Shikaripada	Dumka	87.76	Full
11.	Paharpur (Haripur)	Benagadia, 13	Shikaripada	Dumka	17.45	Part
12.	Porabansri	Benagadia, 14	Shikaripada	Dumka	16.52	Part
13.	Sarasdanga	Haripur, 12	Shikaripada	Dumka	164.44	Part
14.	Jamropani	Haripur, 11	Shikaripada	Dumka	179.70	Part
15.	Chhota Chapiria	Benagadia, 14	Shikaripada	Dumka	2.50	Part
16.	Bara Chapiria	Haripur, 15	Shikaripada	Dumka	5.09	Part
17.	Lata Kandar	Haripur, 10	Shikaripada	Dumka	13.13	Part
18.	Makrapahari	Haripur, 8	Shikaripada	Dumka	282.93	Part
19.	Hulasdanga	Haripur, 2	Shikaripada	Dumka	48.56	Part
20.	Mahulbana	Jagatpur, 25	Shikaripada	Dumka	26.05	Part
21.	Chirudih	Haripur, 3	Shikaripada	Dumka	64.55	Part
Total area : 1510.02 hectares (approximately) or 3731.26 acres (approximately).						

**Boundary Description :**

- Line 1-2: The line starts at point '1' in the middle part of the Kaurigarh village (Thana number 04/0032) trending in easterly direction passing through village Simanijor (Thana number 01/0004) and ends at point '2' in the south west part of Daldali village (Thana number 01/0005).
- Line 2-3: The line starts at point '2' in the south west part of Daldali village (Thana number 01/0005) trending in northerly direction passing through village Simanijor (Thana number 01/0004) and Chirudih (Thana number 01/0003) and ends at point '3' in the middle part of Mahulbana village (Thana number 04/0025).
- Line 3-4: The line starts at point '3' in the middle part of Mahulbana village (Thana number 04/0025) trending in north-easterly direction and ends at point '4' in the middle part of Hulasdanga village (Thana number 01/0002).



4. Line 4-5: The line starts at point '4' in the middle part of Hulasdanga village (Thana number 01/0002) trending in easterly direction and ends at point '5' in the middle part of Hulasdanga village (Thana number 01/0002).
5. Line 5-6: The line starts at point '5' in the middle part of Hulasdanga village (Thana number 01/0002) trending in south-easterly direction and ends at point '6' in the northern part of Makrapahari village (Thana number 01/0008).
6. Line 6-7: The line starts at point '6' in the northern part of Makrapahari village (Thana number 01/0008) trending in south-easterly direction and ends at point '7' in the middle part of Makrapahari village (Thana number 01/0008).
7. Line 7-8: The line starts at point '7' in the middle part of Makrapahari village (Thana number 01/0008) trending south-easterly direction and ends at point '8' in the north-west part of Jamropani village (Thana number 01/0011).
8. Line 8-9: The line starts at point '8' in the north-western part of Jamropani village (Thana number 01/0011) trending north-easterly direction and ends at point '9' in the south western part of Lata Kandar village (Thana number 01/0010) close to the village boundary of Lata Kandar village (Thana number 01/0010) and Jamropani village (Thana number 01/0011).
9. Line 9-10: The line starts at point '9' in the south western boundary of Lata Kandar village (Thana number 01/0010) close to the village boundary of Lata Kandar village (Thana number 01/0010) and Jamropani village (Thana number 01/0011) trending north-easterly direction and ends at point '10' in the middle part of Lata Kandar village (Thana number 01/0010).
10. Line 10-11: The line starts at point '10' in the middle part of Lata Kandar village (Thana number 01/0010) trending south-easterly direction and ends at point '11' in the south-eastern part of Bara Chapiria (Thana number 01/0015) close to the village boundary of Bara Chapiria (Thana number 01/0015) and Chhota Chapiria (Thana number 01/0014).
11. Line 11-12: The line starts at point '11' in the eastern part of Bara Chapiria (Thana number 01/0015) close to the village boundary of Bara Chapiria (Thana number 01/0015) and Chota Chapiria (Thana number 01/0014) trending southerly direction and ends at point '12' in the north-eastern part of Sarasdanga village (Thana number 01/0012).
12. Line 12-13: The line starts at point '12' in the north-eastern part of Sarasdanga village (Thana number 01/0012) trending south-westerly direction and ends at point '13' in middle part of Sarasdanga village (Thana number 01/0012).
13. Line 13-14: The line starts at point '13' in the middle part of Sarasdanga village (Thana number 01/0012) trending south-westerly direction and ends at point '14' in the south-western part of Sarasdanga village (Thana number 01/0012).
14. Line 14-15: The line starts at point '14' in the south-western part of Sarasdanga village (Thana number 01/0012) trending south-easterly direction and ends at point '15' in the south-eastern part of Sarasdanga village (Thana Number 01/0012).
15. Line 15-16: The line starts at point '15' in the south-eastern part of Sarasdanga village (Thana number 01/0012) trending south-westerly direction and ends at point '16' in the north-eastern part of Porabansri village close to the village boundary of Porabansri village (Thana number 05/0014) and Sarasdanga village (Thana number 01/0012).
16. Line 16-17: The line starts at point '16' in the north-eastern part of Porabansri village (Thana number 05/0014) close to the village boundary of Porabansri village (Thana number 05/0014) and Sarasdanga village (Thana number 01/0012) trending westerly direction passing through Paharpur (Haripur) village (Thana number 05/0013) and ends at point '17' in the eastern part of Majhiladih village (Thana number 05/0006).
17. Line 17-18: The line starts at point '17' in the eastern part of Majhiladih village (Thana number 05/0006) trending north-westerly direction and ends at point '18' in the western part of Majhiladih village (Thana number 05/0006).
18. Line 18-19: The line starts at point '18' in the western part of Majhiladih village (Thana number 05/0006) trending north-westerly direction and ends at point '19' in the middle part of Pokharia village (Thana number 05/0004).

19. Line 19-20: The line starts at point '19' in the middle part of the Pokharia village (Thana number 05/0004) trending north-easterly direction and ends at point '20' in the south-eastern part of Daldali village (Thana number 01/0005) close to the village boundary of Daldali village (Thana number 01/0005) and Patpahari village (Thana number 01/0006).
20. Line 20-21: The line starts at point '20' in the south-eastern part of Daldali village (Thana number 01/0005) close to the village boundary of Daldali village (Thana number 01/0005) and Patpahari village (Thana number 01/0006) trending north-westerly direction and ends at point '21' in the middle part of Daldali village (Thana number 01/0005).
21. Line 21-22: The line starts at point '21' in the middle part of Daldali village (Thana number 01/0005) trending south-westerly direction and ends at point '22' in the south-western part of Daldali village (Thana number 01/0005).
22. Line 22-23: The line starts at point '22' in the south-western part of Daldali village (Thana number 01/0005) trending south-westerly direction and ends at point '23' in the eastern part of Dholkata village (Thana number 05/0001).
23. Line 23-24: The line starts at point '23' in the eastern part of Dholkata village (Thana number 05/0001) trending south-westerly direction and ends at point '24' in the north-eastern part of Pahar Amchua village (Thana number 05/0002).
24. Line 24-25: The line starts at point '24' in the north-eastern part of Pahar Amchua village (Thana number 05/0002) close to village boundary of Dholkata village (Thana number 05/0001) and Pahar Amchua village (Thana number 05/0002) trending north-westerly direction and ends at point '25' in the middle part of Kaurigarh village (Thana number 04/0032).
25. Line 25-1: The line starts at point '25' in the middle part of Kaurigarh village (Thana number 04/0032) trending northerly direction and ends at point '1' in the north-western part of Kaurigarh village (Thana number 04/0032).

[F. No. 43015/16/2018-LA&amp;IR ]

RAM SHIROMANI SAROJ, Dy. Secy.

**श्रम और रोजगार मंत्रालय**

नई दिल्ली, 25 मई, 2022

**का.आ. 520.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, दिल्ली मेट्रो रेल कॉर्पोरेशन (DMRC) मेट्रो भवन, फायर ब्रिगेड लेन, बाराखंभा रोड, नई दिल्ली, प्रबंध निदेशक, ए 2जेड इन्फ्रासर्विस लिमिटेड, ओ-116, पहली मंजिल, शॉपिंग मॉल, डीएलएफ सिटी फेज-1, गुडगांव (हरियाणा), के प्रबंधन के संबंधित नियोजकों और श्री प्रमोद कुमार, अनुरक्षण एवं सेवा कर्मचारी संघ, डी-4, आचार्य निकेतन, मयूर विहार, फेज-1 नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या 139/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.05.2022 को प्राप्त हुआ था।

[सं. एल-42011/184/2017- आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 25th May, 2022

**S.O. 520.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 139/2018) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, Delhi Metro Rail Corporation (DMRC), Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi; The Managing Director, A2Z Infrservice Limited, O-116, First Floor, Shopping Mall, DLF City Phase-1, Gurgaon (Haryana), and Shri Pramod Kumar, Maintenance and services Employees Union, D-4, Acharya Niketan, Mayur Vihar, Phase-1 New Delhi, which was received along with soft copy of the award by the Central Government on 23.05.2022.

[No. L-42011/184/2017-IR(DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM- LABOUR COURT-I, New Delhi****Present:** Smt. Parnita Mohanty**ID. NO.139/2018**

Sh. Pramod Kumar  
Maintenance and services Employees Union,  
D-4, Acharya Niketan, Mayur Vihar, Phase-1  
New Delhi-110091

... Workman

**Versus**

1. The Managing Director  
Delhi Metro Rail Corporation (DMRC)  
Metro Bhawan, Fire Brigade Lane  
Barakhamba Road, New Delhi  
New Delhi-110001.
2. The Managing Director  
A2Z Infrservice Limited  
O-116, First Floor, Shopping Mall,  
DLF City Phase-1, Gurgaon, Haryana  
Gurgaon (Haryana)-122002

...Management

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-42011/184/2017-IR(DU) of dated 22/02/2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*"Whether the Service of the workman Sh. Pramod Kumar employed as BMS operator from 01.10.2013 to 28.04.2015, have been terminated illegally and/or unjustifiable from the establishment of DMRC by its management and if so, what relief is the workman entitled to and what directions are necessary in this respect?"*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.
3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 25 मई, 2022

**का.आ. 521.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप. महाप्रबंधक (एचआर), भारती एयरटेल लिमिटेड, सी-विंग, एयरटेल सेंटर, प्लॉट नंबर 16, उद्योग विहार, चरण- IV, गुडगांव, अल्काटेल ल्यूसेंट नेटवर्क मैनेजमेंट सर्विस इंडिया लिमिटेड, 15वीं मंजिल, टॉवर-सी, डीएलसी, साइबर ग्रीन, डीएलएफ सिटी, फेज-III, गुडगांव, के प्रबंधन के संबद्ध नियोजकों और श्री धर्मेंद्र कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ संख्या 111/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.05.2022 को प्राप्त हुआ था।

[सं. एल-42025/07/2022-14-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 25th May, 2022

**S.O. 521.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/2020) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Dy. General Manager (HR), Bharti Airtel Ltd., C-Wing, Airtel Centre, Plot No. 16, Udyog Vihar, Phase-IV, Gurgaon, ; Alcatel Lucent Network Management Service India Ltd.; 15th Floor, Tower-C, DLC, Cyber Green, DLF City, Phase -III, Gurgaon, and Shri Dharmendra Kumar, worker which was received along with soft copy of the award by the Central Government on 23.05.2022.

[No. L-42025/07/2022-14-IR(DU)]

D. K. HIMANSHU, Under Secy.

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

**Present:** Smt. Pranita Mohanty

**ID.NO.111/2020**

Shri. Dharmendra Kumar, S/o Sh. Raj Pal Singh,  
Aryapuri Flawada Road bhud, Near Vandana Bal,  
Siksha Niketan Khatauli, District-Muzaffar Nagar,  
Uttar Pradesh-251201.

... Workman

## Versus

The Dy. General Manager (HR)  
Bharti Airtel Ltd.,  
C-Wing, Airtel Centre, Plot No. 16, Udyog Vihar,  
Phase-IV, Gurgaon -122008.

2.Alcatel Lucent Network Management Service India Ltd.,

15<sup>th</sup> Floor, Tower-C, DLC, Cyber Green, DLF City,  
Phase -III, Gurgaon -122004.

... Management

### AWARD

In the present case, a reference was received from the appropriate Government vide reference no. D-838/A/2020/06/IRDDN Dy. CLC(C), Dehradun, dated 27.02.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether the termination of the services of Sh. Dharmendra Kunar S/o sh. Raj Pal Singh, Muzaffar Nagar, engaged in Bharti Airtel Limited, Gurgaon and thereafter through M/s Alcatel-Lucent Network Management Service India Ltd., Gurgaon is legal and justified?”

If not, whether the workman is entitled for regularization /reinstatement of his service in the said Estb. Or else what relief /remedies, the concerned workman is entitled to ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 25 मई, 2022

**का.आ. 522.**—औद्योगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आशा इंटरप्राइजेज प्रा. लिमिटेड कैलाश के पूर्व अनुपम स्वीट संत नगर बेसमेंट के पास, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री दिवाकर राय और 1 अन्य, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 30/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.05.2022 को प्राप्त हुआ था।

[सं. एल - L-42012/3/2020- आईआर (डीयू)]

डी.के.हिमांशु, अवर सचिव

New Delhi, the 25th May, 2022

**S.O. 522.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2020) of the **Central Government Industrial Tribunalcum Labour Court - I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to The **M/s AshaInterprises Pvt. Ltd.Near Anupam Sweet Sant Nagar Basement, East of Kailash, New Delhi, and Shri Divakar Ray &1 others, worker**, which was received along with soft copy of the award by the Central Government on 06.05.2022.

[No. L-42012/3/2020 -IR(DU)]

D.K. HIMANSHU, Under Secy.

## ANNEXURE

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-I,

New Delhi

**Present:** Smt. Pranita Mohanty**ID.NO. 30/2020**

Sh. Divakar Ray & 1 others  
 Rept. By Delhi Employees Union, W-4,  
 Near Kalkaji Bus Depo,  
 New Delhi-110019

...Workman

Versus

M/s Asha Interprises Pvt. Ltd.  
 Near Anupam Sweet Sant Nagar Basement  
 East of Kailash,  
 New Delhi-110065

....Management

**AWARD**

In the present case, a reference was received from the appropriate Government vide letter No. L-42012/3/2020-IR (DU) dated 13/02/2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

**SCHEDULE**

*"Whether the Service of the workman Sh. Divakar Ray and Shri Sapan Ray, were terminated on 30.01.2018 in an illegal and unjustified manner by M/s Asha Interprises Pvt. Ltd. ? "If no, whether the workman Sh. Divkar Ray & Sapan Ray, what other relief the workman is entitled to?"*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.
3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.
4. Since the workman has neither put in his appearance nor has he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 25 मई, 2022

**का.आ. 523.**—औद्योगिक विवाद अधिनियम 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स भारती एयरटेल सर्विसेज लिमिटेड, द्वारा प्रबंधक/निदेशक, अरावली क्रिसेंट, प्रथम नेल्सन मंडेला रोड, वसंत कुंज, चरण- II, नई दिल्ली, के प्रबंधन के संबंध में नियोजकों और श्री मंसूब अली, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट(संदर्भ संख्या 78/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 25.05.2022 को प्राप्त हुआ था।

[सं. एल- 42025/07/2022-12- आईआर (डीयू)]

डी.के.हिमांशु, अवर सचिव



New Delhi, the 25th May, 2022

**S.O. 523.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 78/2014) of the **Central Government Industrial Tribunalcum Labour Court - I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bharti Airtel Services Limited, Through its Manager/Director, Aravali Crescent, 1st Nelson Mandela Road, Vasant Kunj, Phase-II, New Delhi, and Shri Mansoob Ali, worker** which was received along with soft copy of the award by the Central Government on 25.05.2022.

[No. L- 42025/07/2022-12-IR(DU)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, NEW DELHI.

Present: Smt. Pranita Mohanty, Presiding Officer,

**C.G.I.T.-Cum-Labour Court-I, New Delhi.**

**INDUSTRIAL DISPUTE CASE NO. 78/2014**

Date of Passing Award- 12.04.2022

#### Between:

Shri Mansoob Ali,  
S/o Shri Mehboob Ali,  
R/o 341/37, Zakir Nagar,  
New Delhi-110025

... Workman

Versus

M/s Bharti Airtel Services Limited,  
Through its Manager/Director,  
Aravali Crescent,  
1<sup>st</sup> Nelson Mandela Road,  
Vasant Kunj, Phase-II,  
New Delhi-10070

....Management

#### Appearances:-

Ms. H R Sharma  
(A/R)

...For the claimant.

Shri Kartik Bhardwaj  
(A/R)

...For the Management

#### AWARD

This is an application filed u/s 2A of the Id Act by the claimant challenging his termination of service by the management as illegal and seeking the relief of reinstatement into service, payment of back wages and compensation.

In the claim petition the claimant has stated that he was employed with M/s Bharti Airtel Services Limited at Aravali Criscent Vasant Kunj Phase II New Delhi as a F R Engineer Band SI w.e.f 25.09.2007. His last drawn salary was Rs. 10000 per month. While the matter stood thus, in the month of March 2010 the management M/s Bharti Airtel Services Limited was amalgamated with M/s Alcatel. Unfortunately the claimant fell ill and was under medical care at Lion Hospital and Moolchand Hospital from 29.11.2008 to 17.12.2008. His absence was duly intimated to the management and as per the prevailing practice and rules of the company medical leave was sanctioned in his favour and the treatment expenditures were sanctioned by the Insurance company after verifying his employment and leave status. After treatment the claimant reported for duty on 18.08.2008 but the management refused to take him on duty and informed that his service has been terminated for unauthorized absence. The workman made several visits to the office of the management requesting to take him back into service. He also requested for an experience certificate and release letter which too was refused. On the contrary he was forced to sign several blank papers including a letter of resignation without settling the account and clearing the dues of the claimant. This was so done in connivance of the management with other companies to remove substantial number of employees from employment. Though the medical reimbursement was allowed and the medical leave was granted the management took a wrong view of the

matter and illegally terminated his service. Finding no other way the claimant workman served a legal notice on the management on 08.07.2009. The notice though was received, the management least bothered to reply the same. The workman became a victim of the situation and filed a civil suit bearing no. 676 of 2010 before the Senior Civil Judge Delhi. Later on the said suit was withdrawn by the claimant on 20.05.2011 and the court granted him liberty to approach the appropriate forum. The workman thereafter filed a claim petition before the labour commissioner Hari Nagar New Delhi which was disposed of on the ground of lack of jurisdiction. The claimant then approach the Chief Labour Commissioner Delhi where a conciliation proceeding was initiated. Since, no conciliation could be effected and 45 days elapsed, the claimant came up with the present petition seeking the relief of reinstatement, back wages and compensation for the act of illegal termination of his service by the management.

Being served with the notice the management M/s Bharti Airtel Services Limited filed WS. In the said WS the management admitted that the claimant was in the service of the management till he voluntarily left the service on receipt of full and final settlement of the dues. The management has pleaded that the claimant has misrepresented the fact before the tribunal to derive some illegal benefits. It has been admitted that M/s Bharti Airtel Services Limited amalgamated with M/s Lucent Network Management Service Limited in the month of March 2010. The company directed and deputed some of its employees to work in the new company. However, the workman was not included in the said list for his resignation and processing of his financial benefits in full and final settlement of the dues. An amount of Rs. 4069.75/- was paid to the claimant towards final settlement. The management has denied that on account of the business policy the service of the claimant was terminated, but the claimant himself left the service of the management after taking his full and final dues. Thus, the management has emphatically pleaded that the service of the claimant was never terminated and as such the question of illegal termination doesn't arise. The other stand of the management is that the claimant is not unemployed on account of termination of service. Rather he had left the service of the management after receiving full and final settlement and for a better carrier. The stand of the claimant that injustice was done to him for the illegal termination rendering him jobless is illegal. Thereby the management has pleaded for dismissal of the claim.

The claimant filed replication stating therein that the stand taken by the management is false. It is also denied that the claimant voluntarily left the service of the management for the better prospect after receiving the full and final settlement. It has been stated that the management forcibly stopped the claimant from doing his services which amounts to termination of service. The claimant has specifically denied about the settlement of claim between him and the management. The other stand of the claimant is that the management is alleging falsely about his gainful employment. Infact the claimant is now jobless.

On these rivals pleading the following issues were framed for adjudication.

### ISSUES

1. Whether the service of the claimant has been terminated illegally as alleged.
2. Whether the claimant was ill during the period 29.11.2008 to 17.12.2008.
3. Whether the claimant had voluntarily left the service after receiving full and final settlement.

To substantiate their respective stand the claimant testified as WW1 and proved a series of documents marked as exhibit WW1/1 to WW1/26. Besides that the claimant also examined another witness namely Rajesh Singh. These documents include the correspondences made between the claimant and the management, the letter of appointment issued by the management and the documents showing sanction of medical leave and sanction of the expenses for reimbursement. The other witness examined by the claimant as WW2 is an employee of Raksha Health Insurance TPA Pvt. Ltd. who has testified to the effect that a medical insurance was issued to the claimant and after perusal of the documents produced by him the claim was settled. The document has been proved as WW2/M1. Similarly one of the officer of the management testified as MW1 and produced few documents. 2 documents which have already been marked as WW1/7 and WW1/8 are relied by him to prove that the claimant had left the service voluntarily after receiving full and final settlement.

At the outset of the argument the Ld. A/R for the management submitted that the claimant since has alleged illegal termination of his service leaving him jobless, the entire burden lies on him to prove the allegations. But the claimant has not filed and document to prove that his service was terminated by the management and no evidence has been placed on record to prove that the action of the management has rendered him jobless. Describing the claim as false and frivolous the Ld. A/R for the management submitted that the claim is liable to be rejected for suppression of material facts. The counter argument of the claimant is that this is a typical case of unfair labour practice and victimization of the claimant in the hands of a mighty employer. It is not the claimant who is suppressing the facts but the management is guilty of misleading the tribunal by suppressing material facts. Thus, on behalf of the claimant it is argued that the burden has been properly discharged by the claimant and the primary burden being discharged the same shifts on to the management and in this case the management has miserably failed to discharge the said burden to prove that the claimant left the service after full and final settlement and he is gainfully employed.

**FINDINGS****ISSUE NO.2 and 3**

On perusal of the statement of claim and the written statement it is evidently clear that the claimant was in the employment of the management M/s Bharti Airtel Services Limited from 25.09.2007 to 28.11.2008. It is admitted by both the parties that the claimant's relationship with the management came to an end w.e.f 28.11.2008. Whereas the claimant describes this date as the date of illegal termination the management has explained that the employer and employee relationship between the management and the claimant came to an end on that date when the claimant voluntarily left the job after receipt of full and final settlement. In his sworn testimony the claimant has stated that pursuant to the amalgamation the management issued a list of employees who were directed to work in the new company i.e M/s Alcatel Limited. The name of the claimant was not included in the said list. The witness examined on behalf of the management who is none other than the Assistant Manager of the company has stated during his cross examination that the name of the claimant was not included in the list as he had voluntarily left the job on receipt of full and final settlement. He further stated that this is not a case of termination but quitting the job by the claimant. Basing on this evidence the Ld. A/R for the management argued that the claimant since alleges termination bears the responsibility of proving the same. By drawing attention of the tribunal to the cross examination of the claimant recorded in this proceeding he submitted that had it been a case of termination the letter of termination would have been served on the claimant or the claimant would have alleged the matter before the labour inspector or would have made correspondence with the officials of the management company. The claimant during cross examination has admitted that he never wrote letters to the management alleging the termination and requesting reinstatement, but explained that on several occasions he met the officials personally and requested to take him into service. But his request was never acceded to.

Now it is to be seen if the claimant has been able to prove the alleged termination on the set evidence adduced during the proceeding.

The definition of retrenchment as has been laid down u/s 2(oo) of the Id Act means termination by the employer of the service of the workman for any reason whatsoever, otherwise than a punishment inflicted by way of disciplinary action and shall not include voluntarily retirement of the workman. Thus, it is now it is to be seen if the service of the claimant was terminated by the employer. Admittedly the claimant was not served with any letter of termination or notice of termination. It is also not the case of the claimant that termination compensation was paid to him. It is also not disputed that the claimant had not made any representation to the management requesting reinstatement into service. The cessation of employer and employee relationship between the parties w.e.f 28.11.2008 is admitted by both the parties. The claimant in his statement on oath has stated that he never requested for reinstatement as the termination in the formal sense never happened. Though, he went on requesting orally for work, the same was not accepted. The management has on the contrary pleaded about the voluntary quitting of the job.

Admittedly the management is a big company having a wide network of service. As such it is expected of the management to maintain all kind of record in respect of its employees. In this case the claimant has successfully discharged the primary burden to the effect that his employee relationship with the management came to an end w.e.f 28.11.2008 when the management refused to take him into service. Thus, now it is incumbent upon the management to prove if the said severance of status was for termination of service or for the voluntarily quitting by the claimant. Besides examining one of the Assistant Manager as a witness the management has produced the salary slip of the claimant for the month of November 2008 and another computer generated calculation sheet in which at the top it has been mentioned as the full and final settlement of the claimant. These documents marked as WW1/7 and WW1/8 by the claimant has been accepted by the management and confronted to the claimant. Besides these document no other paper has been placed on record by the management. It is the stand of the management that when the company Bharti Airtel merged with another company the claimant opted out of the employment for a better prospect and received the full and final settlement. But surprisingly no document has been placed to make this tribunal believe that before payment of full and final settlement a formal decision to that effect was taken by the management. It is surprising to note that the management though throughout pleaded and argued about payment of some amount towards full and final settlement, during cross examination the claimant was asked whether he received 4069.75/- towards net salary payable. Of course the claimant gave an indecisive statement about the same. But that will not exonerate the management of its responsibility of proving that the full and final settlement amount was paid to the claimant. The document having the caption full and final settlement only reveals that Rs. 4069.75/- was paid to the claimant for net salary payable. The rest part of the document is with regard to the income tax calculation. This document nowhere shows that the amount paid to the claimant on 29.11.2008 was towards full and final settlement. In this document though 29.11.2008 has been shown as the date of resignation, no document or evidence to that effect has been filed by the management. The oral evidence of the management witness about the voluntary quitting of the claimant cannot be accepted as proof since the companies like Bharti Airtel is supposed to maintain detail records of the employees working, quitting or retiring alongwith the details payable and paid to them. Thus, the stand of the management that the claimant had voluntarily left the job after receiving full and final settlement stands disproved. These issues are accordingly answered against the management.

**ISSUE No.1**

Now it is to be seen whether the claimant's service was illegally terminated and he was made a victim of unfair labour practice. The management has admitted that the claimant was the permanent employee of the management. While answering issue no.2 and 3 it has already been held that the cessation of the service of the claimant was not the case of voluntary quitting but termination. Section 25F of the ID Act clearly provides that no workman employed in any Industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the workman has been given one month notice in writing indicating the reason for retrenchment or the workman has been paid in lieu of the notice, wages for the period of notice and retrenchment compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months. Here is the case where the management has admitted not to have served retrenchment notice, notice pay in lieu of notice or the retrenchment compensation on the plea of voluntarily quitting by the workman. But for the discussion made in the preceding paragraph and for the appreciation of both oral and documentary evidence it is held that the management at the time of terminating the service of the claimant had clearly violated the provisions of section 25F of the ID Act and the claimant is entitled to the compensation and relief for the same.

During course of argument the Ld. A/R for the management advanced the stand that the claimant has been gainfully employed and on that ground alone he is not entitled to compensation as claimed by him. He also argued that the burden lies with the workman to prove that he is not gainfully employed and to do so he had to plead the same specifically and adduce evidence. To support his stand he has relied upon the judgment of The Hon'ble High Court of Delhi in the case of **Thakur Singh Rawat and others vs. Jagjit Industry Limited (Manu/DE/1690/2004)** and submitted that it is always incumbent upon the workman to prove that he is not gainfully employed. This argument of the management is again found unacceptable since, it is a common and standard procedure of law that a party asserting existence of a particular fact bears the burden of proving the same. But a party cannot be called upon to prove non existence of a particular fact. The claimant in this case has pleaded in the claim petition and in the rejoinder that the action of the management in not accepting his service rendered him jobless. While deposing as a witness under oath the claimant has also reiterated the same. Thus, the primary burden being discharged, by the claimant the same now shifts on to the management to prove that the claimant is gainfully employed. The same view has been taken by the Hon'ble High Court of Delhi in the case of Thakur Singh Rawat referred supra and relied upon by the management. In paragraph 19 the Hon'ble Court have clearly stated that:-

"The state of employment or non employment of the workman is within the special knowledge of the workman and therefore it should be his first duty to make an assertion that he was unemployed. Having so asserted in this statement of claim he may even state on oath about his state of unemployment and nothing more is required to prove his side of the case. It will then for the management to assert or prove if the workman was at all employed."

In this case the claimant through his pleading and statement under oath has proved that he is unemployed. But the management has miserably failed to prove that the workman is employed. Hence, it is concluded that the claimant had never voluntarily quit the service of the management on receiving full and final settlement. It is also not proved that after leaving the employment of the management he has been gainfully employed. This issue is accordingly answered against the management.

Now the question left for decision is about the relief the claimant is entitled to. In the claim petition the claimant has prayed for reinstatement into service with full back wages and compensation. The Ld. A/R for the management by placing reliance in the case of **General Manager Haryana Roadways vs. Rudhan Singh decided by the Hon'ble Supreme Court of India in Appeal (Civil) 7501 of 2002** submitted that there is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of section 25F of the Id Act, the entire back wages should be awarded. The factors like the manner and method of selection, and whether he was in adhoc, short term, daily wage, temporary and permanent nature, special qualification etc should be weighed and balanced in taking a decision. He thereby argued that the claimant was in the employment of management for 1 year and 2 months i.e. from 25.09.2007 to 28.11.2008. As such no order should be passed for the back wage claimed.

The claimant argued that he was subjected to unfair labour practice and the management has resisted the same. The provisions of section 2(ra) read with schedule V of the ID Act, the discharge or dismissal of a workman by way of victimization or not in good faith but in colourable exercise of the employer's right amounts to unfair labour practice. The evidence in this case clearly shows that after amalgamation of Bharti Airtel with M/s Lucent Network Management Services in March 2010 some of the employees were allowed to work in the new company whereas, the claimant was denied and the management witness during cross examination has admitted that no reason was assigned for his discontinuance. Thus, it is held to be a clear case of Victimization on account of unfair labour practice. Now it is to be examined what relief the claimant can be granted. In the case of **General Manager Haryana Roadways** referred supra the Hon'ble Supreme Court have held that one of the important factor which need to be considered for grant of relief is the length of service the workman had rendered. If the workman had rendered a considerable period of service and his service was wrongfully terminated he may be awarded full or partial back wages keeping in view

the fact that at his age and qualification he may not be in a position to get another employment. In this case the claimant had worked for the management for 1 year and 2 months and it is not proved that he is gainfully employed. Thus for none compliance of the provisions of section 25F he is entitled to the retrenchment compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months which comes to 1 year service. In addition to that the claimant is also held entitled to one month notice pay. The alleged termination happened in the year 2008 and after almost 13 years the litigation has come to an end. In the mean time the claimant must have crossed the age of getting the employment anywhere else. Hence, he need to be compensated for the loss of job on account of unfair labour practice meted to him.

In the case of **Hari Nandan Prasad and Another vs. Employer I/R to Management FCI reported in (2014)7 SCC 190** the Hon'ble Supreme Court have held that the power conferred upon Industrial Tribunal and Labour Court by the Industrial Dispute Act is wide. The Act deals with Industrial Dispute, provides for conciliation, adjudication and settlement and regulates the right of the parties and the enforcement of the awards and the settlement. Thus, the act empowers the adjudicating authority to give relief which may not be permissible in common law or justified under the terms of the contract between the employer and the workman. While referring to the judgment of **Bharat Bank Limited vs. Employees of the Bharat Bank Limited reported in (1950) LLJ 921 Supreme Court** the court came to hold that in setting the dispute between the employer and the workmen the function of the tribunal is not confine to administration of justice in accordance with law. It can confer rights and privileges on either party which it consider reasonable and proper though those may not be within the terms of any existing agreement. It can create new rights and obligations between them which it considers essential for keeping industrial peace.

Here is a case where as indicated above the workman lost his job for the unfair labour practice and keeping his victimization in view it is felt proper to issue a direction to the management to pay him compensation and other statutory entitlement in lieu of reinstatement since, the company in which the claimant was working has merged with another company in the meantime. Hence, ordered.

#### ORDER

The claim petition be and the same is allowed in favour of the workman. It is held that the action of the management in terminating the service of the claimant amounts to unfair labour practice and the said termination was made in clear violation of the provisions of section 25F of the ID Act. The management is thus, directed to pay one month last drawn salary as the notice pay, in lieu of one month notice, pay the amount equivalent to 15 days salary for 1 year of service. In addition to that the management shall pay Rs. 5,00,000/- as a lumpsum compensation to the claimant for the illegal termination of service in lieu of reinstatement and back wages. The management is further directed to pay this amount to the claimant within 3 months from the date of the publication of the award failing which the amount shall carry interest @9% per annum from the date of alleged illegal termination and till the final payment is made. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 27 मई, 2022

**का.आ. 524.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स फेडरल बैंक लिमिटेड प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक औद्योगिक एनर्कुलम के पंचाट (संदर्भ संख्या 25/2017) को प्रकाशित करती है 1

[सं. एल. 12011/18/2017. आई/आर (बी.1)]

डी. गुहा, अवर सचिव

New Delhi, the 27th May, 2022

**S.O. 524.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.25/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ennakulam as shown in the Annexure, in the industrial dispute between the management of M/s Federal Bank Ltd. and their workmen.

[No. L-12011/18/2017- IR(B-1)]

D. GUHA, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT,**  
**ERNAKULAM**

Present: Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer.

(Friday the 20<sup>th</sup> day of May 2022, 30 Vaisakha 1944)

**ID No.25/2017**

Workman/Union: The General Secretary  
Federal Bank Employees Union (AIBEA)  
Central Office, Aluva  
Ernakulam - 683101

By Adv.C. Anil Kumar

Management: The Managing Director  
M/s.Federal Bank Ltd Head Office, Aluva  
Ernakulam – 683101

By M/s.B. S. Krishnan Associates

This case coming up for final hearing on 01.12.2021 and this Industrial Tribunal-cum-Labour Court on 20.05.2022 passed the following:

**AWARD**

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-12011/18/2017-IR (B-I) dated 22.08.2017 referred the following dispute for adjudication by this Tribunal.
2. The dispute referred is;  

*“Whether the action of management of the Federal Bank Ltd, Kerala in imposing the punishment of “dismissal”, in violation of PNJs, on Sri.Prakash Kumar Pillai Typist-cum-Clerk w.e.f. 08.10.2015 is just, proper and is in proportion to the gravity of the misconduct committed by him ? If not, to what relief the union workman concerned is entitled to ?”*
3. The workman filed a claim statement. The workman joined the Management Bank as a Bankman. Later he was promoted to the post of Typist cum Clerk in the Management Bank. The workman was issued with an order dt.17.11.2014 raising certain allegations. One of the allegation was that, on 22.09.2014 when he was working as cash teller, the workman failed to bring the cash keys and thereby made a valued customer who visited the branch for taking gold loan, to wait till 11 AM. The customer filed a complaint against the workman. Another misconduct alleged against the workman is that on 05.11.2014 when the Branch Manager was returning to office around 11 AM, the workman was playing FM radio music in the branch in loud voice. Since the loud music was causing disturbance to the customers and also other officials, the Branch Manager directed the Assistant Manager and Banking Advisor to switch off the FM radio. The workman without any provocation shouted at the Branch Manager in a loud voice saying that “ FM radio is not Manager’s property, it belongs to Bank and you have no right to switch it off”. This happened in the presence of several customers and other staff members of the branch. One of the customers, Sri.Benoit Joseph who was present in the branch to open a new FD has given a written complaint saying that the incident took him back and he left without opening the FD. Even after switch off the radio, the workman continued his loud utterings inspite of the request from the Branch Manager to lower his voice and to talk in a polite manner. The Branch Manager was also requested to the workman to discuss and sort out the issues in the evening. On the same day at 2 PM, during lunch time, when nobody else other than the Branch Manager and the workman were present in the branch, the workman came to the cabin of the Branch Manager and again shouted in an arrogant manner at the Manager using words such as “ bloody fool, bastard, barking like a dog, you are a small boy ” etc. Since the workman refused to discuss the issue with the Branch Manager, he was issued a letter seeking his explanation. The workman tore off the letter defiantly



and challenged the Branch Manager to report the matter to higher-ups. The workman was charged with acts of gross misconduct of doing "any act prejudicial to the interest of the Bank and willful insubordination or disobedience of any lawful and reasonable order of the Management or of a superior" and minor misconduct of "committing nuisance on the premises of the bank". The Management ordered an enquiry vide order dt.17.11.2014. The Enquiry Officer as well the Management representative were legally qualified persons. The enquiry conducted against the workman was in violation of the principles of natural justice and fairness. The Enquiry Officer concluded the enquiry in two sittings, held on 19.01.2015 and 20.01.2015. Five witnesses were examined on the side of the workman to prove the allegations. Four witnesses were officers and staff of the branch and one witness is an outsider. There were only 4 witnesses in the list of witnesses but 5 witnesses were examined to prove the charges. The documents in the enquiry were marked through incompetent witnesses. The Management witnesses gave contradictory answers relating to the questions regarding the incident narrated in order dt.17.11.2014. It is clear that the allegations are cooked up. One of the complainant, Sri.Likharam pledged spurious gold ornaments in the branch and the spurious ornaments were later replaced by him. The Manager of the branch got his signature in a letter prepared by the Management. Sri.Likharam was not examined in the enquiry. The Management installed FM radio in the branch and usually FM radio was played during office hours. The workman did not misbehave with the Branch Manager. The workman had not played the FM radio as alleged. The presence of Sri.Benoit Joseph at the time of alleged incident was a cooked up story. In his evidence, Sri.Benoit Joseph stated that he filed a complaint later in the evening. The Branch Manager obtained the complaint to utilize the same against the workman. It is the fact that Sri.Benoit Joseph never made any deposit in the branch or closed his account in the Management Bank. The misbehaviour alleged against the workman during the lunch hour against the Manager is totally incorrect. The Manager created a story to fix the workman. The workman started his career as a sub-staff in the Bank and later got promotion to the clerical cadre. The Enquiry Officer did not apply his mind to the contradictions in the statement made by the witnesses. The findings of the Enquiry Officer are not based on the evidence adduced in the enquiry. The findings are perverse and unsustainable. The Disciplinary Authority accepted the findings of the enquiry without any proper evaluation and proposed a punishment without notice. The reply given by the workman was not considered by the Disciplinary Authority and issued order dt.08.10.2015 confirming the punishment of dismissal without notice, on the workman. The Appellate Authority also dismissed the appeal filed by the workman. The dismissal of the workman without notice is totally disproportionate to the charges alleged to have been proved against the workman. The workman is the only breadwinner for his family. As the termination was stigmatic, the workman could not find any alternative employment.

4. The Management filed written statement denying the above allegations. A disciplinary action was initiated against workman when he was working as a clerk at Mira Road branch, Mumbai vide memorandum dt.17.11.2014. It was alleged that when the workman was in charge of cash teller on 22.09.2014, one Sri.Likharam, one of the valued customer of the Bank visited the branch at 10 AM for taking gold loan. The workman did not bring the cash keys on the day, making the customer to wait till 11 AM and the customer gave a written complaint to the Branch Manager against the workman. Earlier also similar incident happened due to the careless approach of the workman. Though the workman was warned by the Branch Manager, there was no improvement and he repeated such lapses. It was also reported that there were other incidents of failure on the part of the workman in giving proper customer service. He has also shown reluctance in performing functions other than cash related works. On 05.11.2014 when the Branch Manager of Dommasandra branch was returning to office after a customer visit at around 11 AM, the workman was playing FM radio in the branch, in a loud voice. Since it was causing disturbance to the working atmosphere, the Branch Manager directed Sri.Venkata Koushik, Assistant Manager and Sri.Gurumurthy S., Banking Advisor to switch off the FM radio. The workman without any provocation shouted at Branch Manager in loud voice saying that "FM radio is not Manager's property, it belongs to Bank and you have no right to switch it off." Several customers and other staffs were present in the branch when the workman uttered those words at the Branch Manager. Sri.Benoit Joseph, one of the customer present in the branch at that time, who had promised to open a new FD at Dommasandra branch, gave a letter to the Branch Manager stating that the incident took him aback from continuing the account in the Bank. The workman continued the loud shouting, though the Branch Manager requested him to lower his voice. The Branch Manager also advised the workman to discuss issues if any, with him at 4 PM. At around 2 PM during the lunch time when nobody else was present the workman entered the chamber of the Branch Manager and shouted in an arrogant manner using words such as "bloody fool", "bastard", "barking like a dog", "you are a small boy" etc. Since the workman refused to discuss the issues, the Branch Manager issued a letter seeking the explanation of the workman. The workman tore off the letter and challenged the Branch Manager to report the matter to higher-ups. A memorandum dt.08.10.2014 was issued to the workman to show cause why disciplinary action should not be initiated. Though he received the memorandum, he did not offer any explanation. On an earlier occasion vide memorandum dt.05.12.2012 the workman was imposed with a punishment of 'Censure' for shouting at another employee of the Bank working at Krishnarajapuram, Bangalore branch. Though the Branch Manager advised the workman on several occasions to conduct

himself in a proper manner, there was no improvement. Considering the seriousness of the matter, the workman was charged with the acts of

- a. 'doing any act prejudicial to the interest of the Bank or gross negligence or negligence involving or likely to involve the Bank in serious loss' and
- b. 'willful insubordination or disobedience of any lawful and reasonable order of the Management or of a superior' and also minor misconduct of 'committing nuisance on the premises of the Bank' as per the provisions of Bipartite Settlement.

An enquiry was also ordered to examine the charges levelled against the workman. The Enquiry Officer conducted the enquiry as per rules and strictly in accordance with the principles of natural justice. The workman participated in the enquiry and he was permitted to be defended by a defence representative of his choice. The defence side perused the documents and cross examined the witnesses of the Management. It is true that there were only 4 witnesses in the list of witnesses. Subsequently the Management representative submitted a list of witnesses and documents dt.08.12.2014, incorporating the 5<sup>th</sup> witness and the copy was also served upon the workman which is marked as Exbt.EE 4(b). The Enquiry Officer after analysis of evidence and materials on record, found the acts of gross misconduct of "doing any act prejudicial to the interest of the Bank and minor misconduct of committing nuisance on the premises of the Bank" proved. The finding of the Enquiry Officer was forwarded to the workman and the workman filed his reply vide letter dt.01.04.2015. After careful perusal of all the records pertaining to the enquiry and his written submission, the Disciplinary Authority found that the charges levelled against the workman had been convincingly proved. The allegation that the enquiry is conducted in violation of the principles of natural justice and fairness and the documents in the enquiry were marked through incompetent witness etc., are false and therefore denied. The workman participated in the proceedings and never raised any such plea at the time of the enquiry. The domestic enquiry was ordered and conducted against the workman in consonance with the provisions of Bipartite Settlement and principles of natural justice. It is not correct to say that the findings of the Enquiry Officer are perverse and unsustainable. The claim of the workman that the punishment imposed on him is disproportionate to the charges alleged to be proved is denied being incorrect. The defence representative cross examined all the witnesses in detail. A copy of the report of the Enquiry Officer dt.19.03.2015 was forwarded to the workman and he submitted his comments on 01.04.2015. After perusing all the records, documents, depositions and submissions, the Disciplinary Authority found him guilty of alleged acts of misconduct. After taking into account all the evidence on record, the Disciplinary Authority proposed to impose a punishment of dismissal without notice on the workman. Before imposing the punishment, the workman was given an opportunity of personal hearing on 16.07.2015 before the Disciplinary Authority. After hearing the workman the Disciplinary Authority confirmed the punishment of dismissal without notice on the workman vide his order dt.08.10.2015. The workman approached the Appellate Authority. After careful examination of the grounds, the Appellate Authority rejected the appeal and confirmed the punishment. The workman thereafter filed a review application. Since there was no provision in the Bipartite Settlement for review, the same was rejected. Since the charges against the workman had been proved in the enquiry, there is no merit in the contention that the charges leveled were part of a cooked up story. The proven charges of shouting and using abusive language against a superior officer and also his failure to give proper customer service, which had not been seriously disputed, are grave, affecting the interest of the Bank. Viewed from any angle the punishment cannot be said to be disproportionate to the charges proved in the enquiry. The workman was earlier found guilty of acts of misconduct of 'committing nuisance at the premises of the Bank' and 'failing to show proper consideration, courtesy or attention towards officers, customers or other employees to the Bank, unseemly or unsatisfactory behaviour while on duty' for misbehaving with another member or staff of branch Krishnarajapuram/Bangalore while entrusting cash brought for remittance. He was imposed with a punishment of "Censure" vide memorandum dt.05.12.2011. The Enquiry Officer after analyzing the evidence meticulously arrived at his findings. The Disciplinary Authority also examined the evidence and the report of the Enquiry Officer. The Disciplinary Authority after considering the gravity of the misconduct and analyzing the mitigating circumstances imposed a punishment of 'dismissal without notice', which is just, legal, valid and proportionate to the gravity of charges proved in the enquiry.

5. The Union filed a rejoinder denying the allegations in the written statement filed by the Management. The workman never made any loud uttering as alleged by the Management. The workman had not done any act prejudicial to the interest of the Bank nor done any willful insubordination or disobedience of any lawful or reasonable order of the Management. The Disciplinary Authority as well as the Appellate Authority failed to appreciate the evidence in the enquiry and arrive at a judicious decision.
6. After completion of the pleadings the matter was posted for examining the Enquiry Officer and marking the enquiry file. The learned Counsels on either side agreed that the enquiry file can be marked by consent and the same was marked as Exbt.M1. Thereafter the matter was posted for hearing on the preliminary issue whether the enquiry was conducted in a fair and proper manner following the principles of natural justice.

The Counsel for the workman pointed out that there is no serious violations in the enquiry procedure and therefore both the Counsels agreed that the matter can be heard on merit on all the issues to be decided in the industrial dispute.

7. The following issues are framed to be adjudicated in this dispute.

1. Whether the disciplinary enquiry is conducted in a fair and proper manner following the principles of natural justice?
2. Whether the finding of the Enquiry Officer and the Disciplinary Authority are based on evidence and whether the findings are perverse and unsustainable?
3. Whether the punishment awarded on the workman is proportionate to the charges alleged and proved against the workman ?

8. **Issue no.1**

The Management issued a memorandum no.ER/D-5/PF 6901/AW 17/11746/2014 dt.17.11.2014 against the workman alleging that he has committed acts causing customer dissatisfaction leading to customer complaint and also that he shouted at the Branch Manager on 05.11.2014 in the presence of customers and other staff members. The incidents leading to the above charge memo are,

1. When the workman was handling cash teller on 22.09.2014, one of its valued customers, Sri.Likharam visited the branch at 10 AM for taking gold loan. The workman failed to bring the cash keys and had to return to bring the keys from his house, making the customer to wait till 11 AM. The dissatisfied customer filed a complaint with the Branch Manager.
2. On 05.11.2014 when the Branch Manager returned to the branch after a customer visit around 11 AM, the workman was playing FM radio music in the branch in loud voice. Since the loud music was disturbing the working of the branch, the Branch Manager directed Sri.Venkata Koushik, Assistant Manager and Gurumurthy S., Banking Advisor to switch off the FM radio. The workman shouted at the Branch Manager stating that "FM radio is not Manager's property, it belongs to Bank and you have no right to switch it off". This incident happened in front of other Bank staff and also the customers of the Bank. One of the customer Sri.Benoit Joseph who wanted to open a FD in the branch left without opening the account and filed a complaint against the workman with the Manager. Later during the lunch time, when no other staff members were in the branch, the workman entered into the chamber of the Branch Manager and shouted abusing language against him.

The Management issued a charge memo alleging gross misconduct of 'doing any act prejudicing the interest of the Bank' and 'wilful insubordination or dis-obedience of any lawful and reasonable order of the Management or of a superior' and also the minor misconduct of 'committing nuisance on the premises of the Bank' as per the provisions of the Bipartite Settlement. The Enquiry Officer issued notice to the workman and also the Management. In the enquiry, the Enquiry Officer asked the workman whether he understood English and needs any translator. The workman confirmed that he can understand English and therefore proceeded with the enquiry. The Enquiry Officer also verified from the workman whether he received the charge memo and also the list of documents and witness forwarded to him. The workman confirmed having received the same. The Enquiry Officer also confirmed from the workman whether he read and understood the charges in the memorandum dt.17.11.2014. The workman replied in the affirmative. The request of the workman to engage the President of Federal Bank Employees Union to defend him was also allowed by the Enquiry Officer. It is seen that the Management examined 5 witnesses in the enquiry and marked 8 documents. The workman and his defence assistance elaborately cross examined all the Management witnesses. The workman did not produce any evidence in the enquiry or examine any witnesses. According to the learned Counsel for the workman, the list of witnesses contained only 4 names but the Management examined 5 witnesses in the enquiry. According to the learned Counsel for the Management, the list of additional witness was given to the workman sufficiently in advance and the same is part of the Exbt.M1 enquiry file. It is also seen that the copies of the proceedings of enquiry were given to the workman by the Enquiry Officer on every day of the proceedings. On a perusal of the Exbt.M1 enquiry file, it is seen that the Enquiry Officer conducted the enquiry in a fair and proper manner following the principles of natural justice.

Hence issue no.1 is decided in favour of the Management and against the workman.

9. **Issue no.2**

As already pointed out, the Management examined 5 witnesses in the enquiry and marked 8 documents. The first charge against the workman is that he committed acts causing customer dissatisfaction leading to customer complaint. The charge memo narrates two incidents against the workman. One is an incident regarding a complaint filed by one Sri.Likharam, one of the customers of the branch that he was made to wait

from 10 to 11 O' clock for taking a gold loan from the branch on 22.09.2014 as the workman failed to bring the cash keys of the Bank and he had to return home to bring the keys at 11 AM. The Enquiry Officer had analyzed the evidence adduced during the enquiry to arrive at a conclusion that the charge against the workman is proved beyond any reasonable doubt. The Enquiry Officer also found that the workman admitted the fact that he forgot to bring the cash key on 22.09.2014 and same was brought from home only at 11 AM. The workman only tried to discredit the witness stating that Sri.Likharam pledged spurious gold with the Bank which was denied by MW3 in the enquiry.

10. The second incident involves a complaint filed by Sri.Benoit Joseph, MW2 in the enquiry. He is maintaining his account with Indiranagar Branch of the Management Bank. He came to the Dommasandra Branch to open an FD account. He deposed in the enquiry that he saw the workman shouting at the Branch Manager regarding the loud voice of FM radio. It is proved through a chain of evidence, in the enquiry, that the Branch Manager of the Dommasandra branch directed the Assistant Manager and Bank Advisor to switch off the FM radio which was playing in a loud voice. According to the witness, the workman reacted very strongly stating that "FM radio is not Manager's property". It is also seen that the Management succeeded in proving that the workman entered the chamber of the Branch Manager and abused him using words such as "bloody fool, bastard, barking like a dog, you are a small boy" etc. It is seen that the attempt of the workman against this charge was to discredit the independent witness Sri.Benoit Joseph, MW2 stating that he is not a customer of Dommasandra branch and he is not a valuable customer of the branch. From the deposition of the witness, it is seen that the workman failed to discredit any of the evidence adduced by the Management witnesses.
11. It is seen that the Enquiry Officer relied on valid and legal evidence to arrive at the conclusion that the charges against the workman are proved.
12. It is also seen that the Disciplinary Authority relied on the report of the Enquiry Officer and also independently evaluated the evidence before arriving at the conclusion that the charges against the workman is proved.

Hence the issue no.2 is also decided in favour of the Management and against the workman.

### 13. Issue no.3

As already pointed out, the charges leveled against the workman are that he committed acts causing customer dissatisfaction leading to customer complaint and shouted at the Branch Manager in the presence of customers and other staff members. The above acts alleged against the workman are acts of 'gross misconduct doing any act prejudicial to the interest of the Bank' and also minor misconduct of 'committing nuisance on the premises of the Bank'. It is already found that the enquiry against the workman was conducted in a fair and proper manner following the principles of natural justice. It is also found that the finding of the Enquiry Officer and Disciplinary Authority are based on proper and legal evidence.

14. Now the only issue that remains to be answered is whether the punishment of 'dismissal without notice' awarded to the workman vide order no.ER/D-4/PF 6901/AW 17/255/2015 dt.08.10.2015 is proportionate to the charges alleged and proved against the workman. According to the learned Counsel for the Management, though Sec 11-A of ID Act gives wide discretion to the Labour Courts and Tribunal, the discretion can be used only in cases where there is perversity or arbitrariness in the finding by the Disciplinary Authority. According to him, in the present case since the enquiry is conducted in a fair and proper manner and the findings are based on legal evidence, this Tribunal may not interfere with the quantum of punishment imposed on the workman by the Management. The learned Counsel for the Management relied on the decision of the Hon'ble Supreme Court of India in **Standard Chartered Bank Vs R. C. Srivastava**, Civil Appeal no.6092/2021. The facts of the above case is that the workman was charge sheeted for having committed misconducts of alleged drunkenness within the premises of the appellant Bank and for manhandling and assaulting the enior officers and also for hurling abuses at the Management. The Disciplinary Authority after analyzing the evidence on record, imposed a penalty of dismissal from service of the workman. The appropriate Govt referred the matter for adjudication and the Tribunal found that the enquiry was held following the principles of natural justice. The Tribunal thereafter analyzed the evidence, set aside the order of dismissal from service and directed the Management to reinstate the respondent workman in service with full back wages. The Hon'ble High Court dismissed the writ petition filed under Article 226 of the Constitution. The Hon'ble Supreme Court after analyzing the facts of the case held that

" Para 19. The decision of the Labour Court should not be based on mere hypothesis. It cannot overturn the decision of the Management on *ipse dixit*. Its jurisdiction U/s 11-A of the Act 1947 although is a wide one but it must be judiciously exercised. Judicial discretion, it is trite, cannot be exercised either whimsically or capriciously. It may scrutinize or analyse the evidence but what is important is how it does so".

This is a case where the Tribunal found that the enquiry is conducted in a fair and proper manner following the principles of natural justice. However the Tribunal went on to analyze the evidence to arrive at a different conclusion than that of the Management and reversed the punishment awarded by the Management. In the present case this Tribunal found that the enquiry is conducted following the principles of natural justice and also the finding of the Enquiry Officer and Disciplinary Authority is also based on legal evidence. Hence there is no question of re-appreciating the evidence adduced before the Enquiry Officer. In this case the charge against the workman is that he used abusive language against his senior in the presence of the customers and the staff of the branch. Using abusive language against a co-worker or a superior is a serious misconduct. However the question is whether such a proved misconduct warrants the extreme penalty of dismissal from service without notice. The Hon'ble Supreme Court of India in **Ved Prakash Gupta Vs Delton Cable India (P) Ltd**, 1984 KHC 645 held that awarding extreme punishment of dismissal for abusing a co-worker or an officer of the Management itself will not amount to victimization or unfair labour practice. In the above case, one of the charges against the workman was that he abused one of his colleague and an officer in a filthy language. The Hon'ble Supreme Court held that

“ We are also of the opinion that no responsible employer would ever impose in like circumstances the punishment of dismissal to the employee and that victimization or unfair labour practice could well be inferred from the conduct of the Management in awarding the extreme punishment of dismissal for a flimsy charge of abuse of some worker or officer of the Management by the appellant within the premises of the factory”

The Hon'ble High Court of Calcutta in **National Tobacco Co of India Vs Fourth IT**, 1960 (2) LLJ 175 (CAL) held that even after finding that the enquiry was in compliance of rules of justice it is open to the Tribunal to examine the question whether there was victimization or unfair labour practice. In **Hindustan Machine Tools Ltd Vs Mohammed Usman**, 1983 (2) LLJ 386 SC the Hon'ble Supreme Court of India held that

“ Sec 11 conferred power on the Labour Court to evaluate the severity of misconduct and to assess whether the punishment imposed by the employer is commensurate with gravity of the misconduct. The power is specifically conferred on the Labour Court U/s 11-A. If the Labour Court after calculating the gravity of misconduct held that punishment of termination of service is disproportionately heavy in relation of misconduct and exercise its discretion, this Court, in the absence of any important legal principles would not undertake to re-examine the question of adequacy or in-adequacy of material for interference by the Labour Court.”

15. Having examine the legal position as above, it is appropriate to examine the facts of the present case, the charges leveled against the workman and also the gravity of penalty imposed by the Disciplinary Authority and confirmed by the Appellate Authority. As already discussed, one of the charges is regarding customer dissatisfaction created by the behavior or lapse on the part of the workman. The first incident regarding the delay in servicing Sri.Likharam, a customer of the Bank, was admitted by the workman that he forgot to bring the cash keys on 22.09.2014 in the morning and attended to the customer by around 11 AM. According to the learned Counsel for the workman, this is an isolated incident and cannot be generalized to hold that the workman caused customer inconvenience as alleged in the charge sheet. With regard to the 2<sup>nd</sup> issue, the stand taken by the workman in the enquiry as well as in this proceedings is that there was no such incident and the witnesses except one are all subordinates to the Branch Manager and therefore they supported the claim of the Management. He also denied the allegation that he entered the chamber of the Branch Manager during lunch time and abused the Branch Manager. According to the learned Counsel for the workman, the independent witness examined in the enquiry is a planted witness as he was not holding any account in the Dommasandra branch. However as already pointed out, the workman failed to discredit the evidence given by the witnesses during the course of enquiry and therefore the charges are held to be proved. Having found that the enquiry is conducted in a fair and proper manner and that the finding of the Enquiry Officer as well as the Disciplinary Authority is based on legal evidence adduced during the enquiry, the scope of interference in the punishment is very limited. While imposing the extreme punishment of dismissal without notice, the Disciplinary Authority failed to consider the fact that the workman was working with the Management Bank for more than 19 years. He joined the Bank as a bankman and acquired qualification to be elevated to the post of Clerk. The charges proved against the workman is that of using filthy language against the Branch Manager and causing customer dissatisfaction in view of one incident. In the circumstances of this case, it is not possible to hold that the punishment awarded to the workman is proportional to the charges proved against him. The learned Counsel for the Management pointed out that this is not the first incident when the workman was charge sheeted on similar charges. On an earlier occasion the Management was liberal in awarding a punishment of “censure” taking into account the pleadings of the workman that he will not repeat the same in future. According to the learned Counsel, the workman failed to stick to the undertaking given by him on the earlier occasion and committed a graver offence which warrants the maximum punishment of dismissal without notice. The learned Counsel therefore submitted



that the Management lost confidence in the workman and his assurances regarding proper conduct in future. However it is felt that the Management ought to have considered the service rendered by the workman with the Management Bank and also his plea that he is the only earning member of the family taking care of his wife, two children studying and his aged and sick mother.

16. Taking into account all the above facts and considering the principle of proportionality between the gravity of offence and the stringency of the punishment, it is felt that the penalty of dismissal without notice is shockingly disproportional to the charges proved against the workman.
17. The learned Counsel for the Management has already expressed the view that the Management Bank lost confidence in the workman. The Bank being a financial institution also will have look into the element of customer satisfaction and reputation of the institution while dealing with similar cases. Hence it is felt that the penalty imposed on the workman can be modified to “compulsory retirement with superannuation benefits i.e., pension and/or provident fund and gratuity as would be due otherwise under the rules or regulations prevailing at the relevant time without disqualification from future employment”.
18. Hence an award is passed modifying the penalty to compulsory retirement of the workman with superannuation benefits i.e., Pension and/or provident fund and gratuity as would be due otherwise under the rules or regulations prevailing at the relevant time without disqualification from future employment.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the of 20<sup>th</sup> May, 2022.

V. VIJAYA KUMAR, Presiding Officer

#### APPENDIX

**Witness for the Workman :-** - Nil

**Witness for the Management :-** - Nil

**Exhibits for the Workman :-** - Nil

**Exhibits for Management :-**

M1 -Enquiry file